



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AV-0**

January 20, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT NO. 1 TO LEASE AGREEMENT NO. 74741
BETWEEN THE COUNTY OF LOS ANGELES AND
RICHARD S. COULTER FOR THE CONSTRUCTION AND
OPERATION OF AN AIRCRAFT MAINTENANCE FACILITY AT
WHITEMAN AIRPORT, PACOIMA AREA
SUPERVISORIAL DISTRICT 3
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this lease amendment is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chair to sign the enclosed Amendment No. 1 to Lease Agreement No. 74741 between the County of Los Angeles and Richard S. Coulter for an additional 3,220 square feet of unimproved land to be used as vehicle and equipment parking and to increase the monthly rental fee to \$1,686, commencing on the date of Board approval, and terminating at midnight on January 31, 2044.
3. Instruct the Acting Director of Public Works to make the necessary arrangements with the County's contract airport manager and operator for the collection of all rents to be paid.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

We are recommending that your Board approve and instruct the Chair to sign Amendment No. 1 to Lease Agreement No. 74741 between the County of Los Angeles and Richard S. Coulter for an additional 3,220 square feet of unimproved land to be used as vehicle and equipment parking and to increase the monthly rental fee to \$1,686, commencing on the date of Board approval, and terminating at midnight on January 31, 2044. We are also recommending that your Board find that this amendment is exempt from the provisions of CEQA, and instruct the Acting Director of Public Works to make the necessary arrangements with the County's contract airport manager for the collection of the rents to be paid.

On January 20, 2004, your Board approved Lease Agreement No. 74741 between the County of Los Angeles and APIP 60, LLC, to construct and operate an aircraft maintenance hangar at Whiteman Airport. The original lease was for approximately 38,950 square feet of unimproved land. In February 2004, the lease was assigned to Richard S. Coulter, and the lessee wishes to rent additional unimproved land for vehicle and equipment parking. Therefore, an amendment to the original lease is required. Approval of this lease amendment will allow for further development of needed paved areas. It will also provide an increased revenue flow to the County's Aviation Enterprise Fund.

The terms of this lease amendment were negotiated by our airport management contractor and appear to be fair and reasonable.

Implementation of Strategic Plan Goals

This action is consistent with the Strategic Plan Goal of Fiscal Responsibility, as approving this lease amendment will provide more revenue to the County which, in turn, will be used to maintain and upgrade the airports to meet current Federal Aviation Administration standards.

FISCAL IMPACT/FINANCING

The monthly rental rate, including the increased unimproved land area, will be \$1,686, with annual rent adjustments based on the Consumer Price Index (CPI).

As provided in our Airport Management Contract Agreement, American Airports Corporation will collect the revenues and distribute 45 percent of the initial lease payment into the Aviation Enterprise Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This lease amendment has been reviewed from a legal standpoint and approved as to form by County Counsel.

This lease amendment is authorized by Government Code § 25536.

ENVIRONMENTAL DOCUMENTATION

The proposed amendment is a categorically exempt project, as specified in Class 1 (g) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

It is not applicable for this lease amendment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this lease amendment will result in no impact on current services.

CONCLUSION

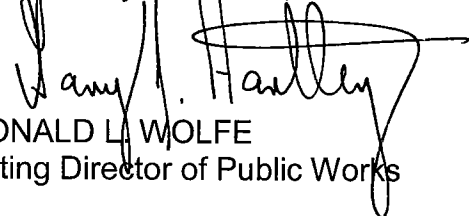
The original and three (3) copies of the lease amendment, executed by Richard S. Coulter, are enclosed.

1. Please have the Chair of the Board sign the original and all copies, and return three (3) fully executed, original signature/stamped copies to the Aviation Division.

The Honorable Board of Supervisors
January 20, 2005
Page 4

2. It is further requested that conformed copies of the amendment be distributed to:
- a. Assessor, Possessory Interest Division
 - b. Auditor-Controller, General Claims Division
 - c. County Counsel

Respectfully submitted,



DONALD L. WOLFE
Acting Director of Public Works

RS:hz
R COULTER AMENDMENT #1/B-2

Enc.

cc: Chief Administrative Office
County Counsel

**AMENDMENT NO. 1 TO LEASE NO. 74741
TO PROVIDE FOR THE LEASING OF ADDITIONAL LAND**

AT

WHITEMAN AIRPORT, PACOIMA, CALIFORNIA

THIS AMENDMENT NO. 1 TO LEASE NO. 74741 for the leasing of additional land at Whiteman Airport is made and entered into this ____ day of _____, _____,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as "County"),

AND

RICHARD S. COULTER
(hereinafter referred to as "Lessee"),

WITNESSETH:

WHEREAS, County and Lessee entered into Lease Agreement No. 74741 on January 20, 2004, for the construction and operation of an aircraft maintenance hangar at Whiteman Airport, Pacoima, California; and,

WHEREAS, Lessee desires to acquire additional land for the parking of vehicles and equipment behind the constructed hangar; and

WHEREAS, Lessee is willing to pay for, pave and maintain the unimproved land area; and

WHEREAS, the County desires to lease said additional premises to Lessee.

NOW, THEREFORE, in consideration of the payment of rental and performance of the terms, covenants, and conditions hereinafter contained, to be kept and performed by the respective parties hereto, it is mutually agreed as follows:

1.

Section 2 – Leased Premises is amended to add an additional 3,220 square feet of unimproved land to the Leased Premises, and Section 2.1.1 is replaced as follows:

2.1.1 Unimproved land area consisting of approximately 42,170 square feet.

2.

Section 4 – Rents and Fees is amended to include the additional land rent due and payable for the 3,220 square feet of unimproved land. Upon Board approval of Amendment No. 1, the monthly rent of \$1,558.00 is changed to \$1,686.00.

3.

Exhibit “C” is amended to include the requirement that Lessee pave the additional 3,220 square feet of unimproved land that is added to said Leased Premises by the inclusion of the following sentence in #5:

5. ...Lessee is required to pave and maintain the unimproved land area added to the Leased Premises upon Board approval of Amendment No. 1.

4.

Exhibit “A” is deleted in its entirety and replaced by Exhibit “A-1”, which is attached hereto and made a part hereof.

5.

It is mutually understood and agreed that all other terms and conditions and provisions of the original Lease Agreement No. 74741 shall remain in full force and effect, except as herein expressly modified.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Lessee has executed this Amendment No. 1 to Lease No. 74741, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment No. 1 to be executed on its behalf on the day, month, and year first written above.

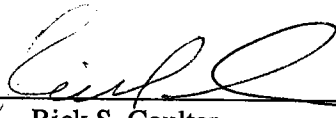
Dated _____

COUNTY OF LOS ANGELES:

BY: _____
Chairman, Board of Supervisors

Dated 12-29-04

LESSEE:
RICK S. COULTER

BY: 
Rick S. Coulter

ATTEST:


VIOLET VARONA-LUKENS

Executive Officer-Clerk of the
Board of Supervisors

BY: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

BY: 
Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

ss.

On January 5, 2005 before me,

Connie J. Cobb, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Richard S. Carter

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Connie J. Cobb

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Amendment to lease No 74741

Document Date:

1/5/05

Number of Pages:

7

Signer(s) Other Than Named Above:

County of Los Angeles

Capacity(ies) Claimed by Signer

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

EXHIBIT A-1

LEGAL DESCRIPTION

That portion of Peter Haack's Ranch in the City of Los Angeles, County of Los Angeles, State of California, as shown on the map thereof recorded in Book 13, Page 101, of Maps in the office of the County Recorder of said county described as follows:

Commencing at the most southerly corner of Tract no. 13507 as shown on the map thereof recorded in Book 308, Pages 37 and 38, of maps in the office of said County Recorder; thence along the southeasterly line of said tract N 48°41'50" E 986.25 feet; thence S 41°18'10" E 245.00 feet to the True Point of Beginning; thence N 48°41'50" E 215.00 feet; thence S 41°18'10" E 143.86 feet to the Northwesterly curb line of Airpark Street (a private street) 40.00 feet wide being a curve concaved to the West having a radius of 280.00 feet, the radial line to said point has a bearing of S 77°44'38" E; thence southerly along said curve through a central angle of 11°14'44" an arc distance of 54.96 feet to the beginning of a tangent line; thence S 23°30'06" W 101.74 feet to a beginning of a tangent curve concaved to the east and having a radius of 320.00 feet; thence southerly along said curve through a central angle of 16°18'22" an arc distance of 91.07 feet; thence N 41°18'10" W 265.24 feet to the True Point of Beginning.

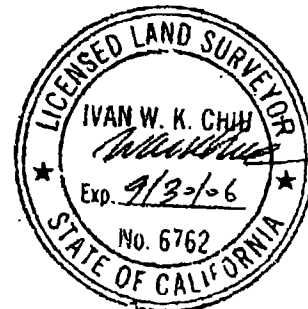
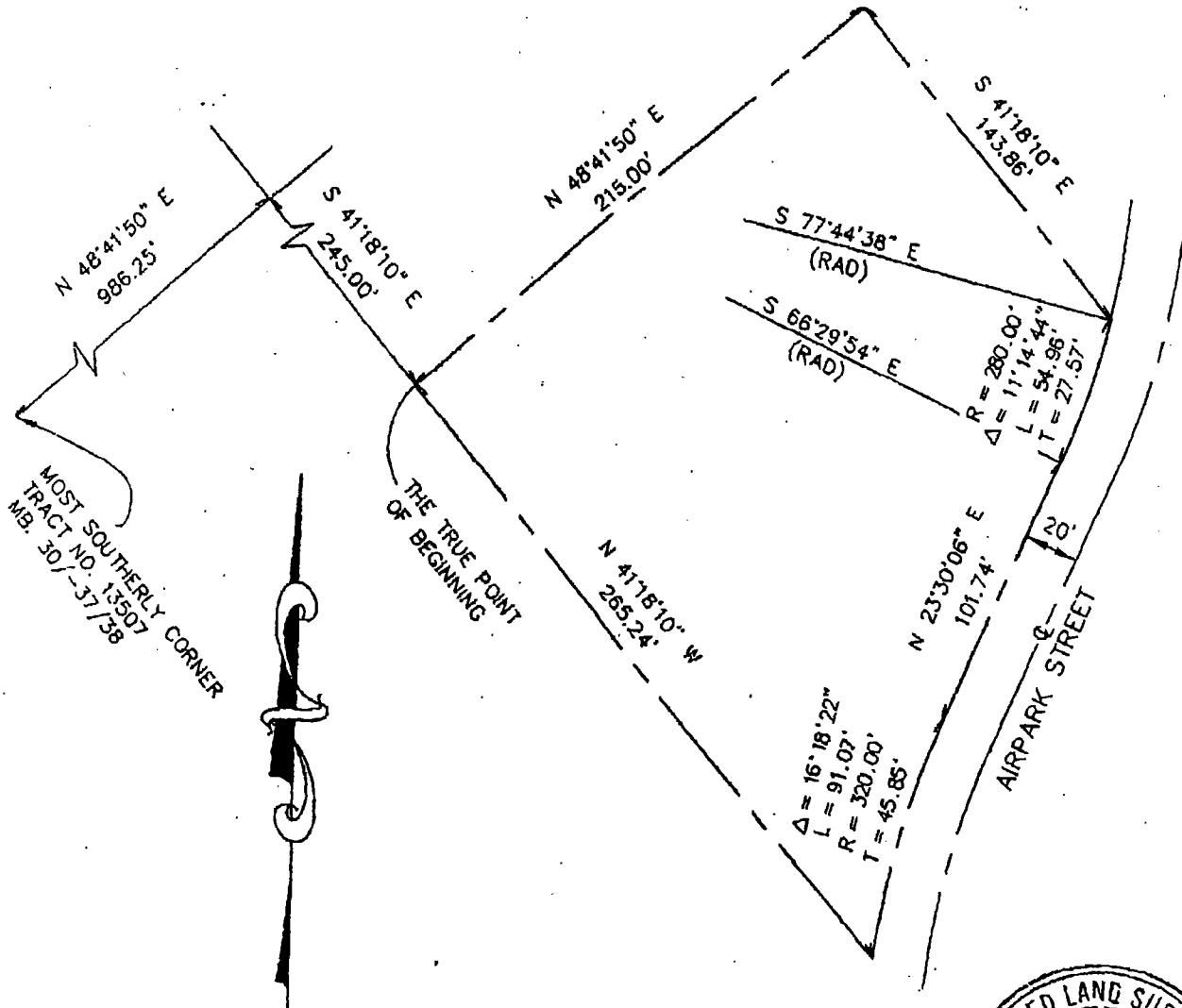


EXHIBIT A-1



SCALE 1" = 60'

